

ORIGINAL

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF SOUTH CAROLINA

POSTED  
003-201

In the matter of the Application of AmeriMex  
Communications Corp. for a Certificate of  
Public Convenience and Necessity to Provide  
Competitive Local Exchange  
Telecommunications Services in the State of  
South Carolina and for Flexible Regulation

Docket No. 2001-83 -C



APPLICATION

AmeriMex Communications Corp. ("Applicant" or "AmeriMex"), pursuant to S.C. Code Ann. § 58-9-280 and Section 253 of the Federal Telecommunications Act of 1996, hereby requests a Certificate of Public Convenience and Necessity to provide competitive local exchange telecommunications services in the State of South Carolina. Applicant also requests pursuant to S.C. Code Ann. § 58-9-575 that it be subject to flexible or relaxed regulation through procedures approved by the Commission for other competitive local exchange carriers.

In support of its request, Applicant provides below the following information:

1. The Applicant's name and address are:

AmeriMex Communications Corp.  
1078 Alpharetta St.  
Suite #9  
Roswell, GA 30075  
(678) 290-1500 / (888) 224-2922 (Telephone)  
(678) 290-1504 / (888) 224-3404 (Facsimile)



2. Correspondence or communications concerning this Applicant should be sent to:

Faye A. Flowers, Esq.  
Counsel for AmeriMex Communications Corp.  
Parker, Poe, Adams & Bernstein, L.L.P.  
1201 Main Street, Suite 1450  
P.O. Box 1509  
Columbia, SC 29202-1509  
(803) 255-8000 (Telephone)  
(803) 255-8017 (Facsimile)

Glenn S. Richards, Esq.  
 Colette M. Capretz, Esq.  
 Counsel for AmeriMex Communications Corp.  
 Shaw Pittman  
 2300 N Street, N.W.  
 Washington, D.C. 20037-1128  
 (202) 663-8000 (Telephone)  
 (202) 663-8007 (Facsimile)

3. The contact person for questions concerning the ongoing operations of Amerimex Communications Corp. following certification is:

Donald L. Aldridge  
 AmeriMex Communications Corp.  
 1078 Alpharetta St.  
 Suite #9  
 Roswell, GA 30075  
 (678) 290-1500 / (888) 224-2922 (Telephone)  
 (678) 290-1504 / (888) 224-3404 (Facsimile)

4. Applicant Formation:

Applicant is a privately-held Georgia corporation. A copy of Applicant's Articles of Incorporation and By-Laws are attached hereto as **Exhibit A**.

Attached hereto as **Exhibit B** is a copy of Applicant's certified Secretary of State certificate.

5. Applicant's principals:

The principals of Applicant have significant experience providing telecommunications service. The management team has significant experience in business generally, and telecommunications specifically.

**Donald L. Aldridge** is the President and Founder of AmeriMex. Mr. Aldridge also founded a cellular resale business, The Cellular Network Inc., in Atlanta, Georgia in 1994. Since that time, The Cellular Network Inc. has been reselling cellular service in the greater metro

Atlanta area. Since April of 1999, AmeriMex has been reselling local exchange service in the BellSouth exchange areas of Georgia. In December of 1999, the Company started reselling BellSouth's services in North Carolina, and in September of 2000, service commenced in Florida.

In addition to his operations experience, Mr. Aldridge also has a financial background. He is a CPA and has an MBA degree. He has served as the CFO of two telecom companies and was able to lead the initial public offering (IPO) of one of them.

**Irving Rivera** is the Executive Vice President of AmeriMex. Mr. Rivera's background for the past nine years has been in the marketing and sales of money transfer systems. He has extensive experience in marketing to the Hispanic population, the Company's primary market.

AmeriMex's South Carolina operations will be managed and directed by the principals listed above, each of whom can be reached at the following address:

AmeriMex Communications Corp.  
1078 Alpharetta St.  
Suite #9  
Roswell, GA 30075  
(678) 290-1500 / (888) 224-2922 (Telephone)  
(678) 290-1504 / (888) 224-3404 (Facsimile)

6. Financial Qualifications:

Applicant has the financial capability to provide local telecommunications services in South Carolina. As a reseller, Applicant will not incur significant expense to serve the South Carolina market. Moreover, Applicant has access to the financing and capital necessary to conduct its proposed telecommunications operations. Attached hereto as **Exhibit C** is a copy of Applicant's most recent financial statements. This exhibit is offered to demonstrate Applicant's financial ability to provide the proposed services.

7. Technical Qualifications:

The combined experience of Applicant's principals, described in Paragraph 5, above, as well as its operations in Florida, Georgia and North Carolina, as detailed in Paragraph 8, below, demonstrate that Applicant is technically qualified to provide telecommunications services in South Carolina. Technical ability for AmeriMex's South Carolina operations will be provided by AmeriMex's President, Don Aldridge. In addition, since AmeriMex will be reselling the services of incumbent carriers, much of the technical expertise will be provided by the incumbent carrier.

8. Jurisdictions Where Service is Provided:

Applicant is authorized by registration, certification or (where appropriate) on a deregulated basis, to provide resold local telecommunications services in Florida, Georgia and North Carolina. Applicant currently has pending an application for authority to provide resold competitive local exchange telecommunications services in the State of Louisiana. No state has denied Applicant authority to operate therein, nor has any state revoked the authority of Applicant (or any of its subsidiaries) to operate.

9. Description of Proposed Operations:

Applicant initially plans to provide on a resale basis, monthly recurring, prepaid, flat-rate local exchange service, including extended area service, toll restriction, call control options, tone dialing, custom calling services, and any other services available on a resale basis from BellSouth, the underlying incumbent local exchange carrier ("LEC"). Under current business plans, Applicant will not construct, operate, manage, own or lease any telecommunications facilities for the provision of its local services in the State of South Carolina. Service will be available on a full-time basis, twenty-four hours per day, seven days per week, in those areas currently served by

BellSouth, GTE and any other relevant incumbent facilities-based LECs.<sup>1</sup> A description of Applicant's services is set forth in its proposed tariff, which is provided hereto as **Exhibit D**.

10. Billing and Customer Service:

Applicant will bill customers directly. AmeriMex's customer service representatives are available during normal business hours to assist its customers. AmeriMex's customers may also call Applicant at its toll-free number for repair and maintenance. Customer service is available from 9:00 a.m.-6:00 p.m. Monday through Friday and from 10:00 a.m.-3:00 p.m. every Saturday. Applicant's toll-free customer service number is (888) 224-2922. Alternatively, customers wishing to communicate with an AmeriMex customer service representative in writing may send written correspondence to:

AmeriMex Communications Corp.  
1078 Alpharetta St.  
Suite #9  
Roswell, GA 30075

11. Tariff:

A description of applicant's services is included in its tariff, attached as **Exhibit D**.

12. Compliance with Commission Rules:

Service provided by the Applicant will meet the service standards adopted by the Commission. Applicant agrees to abide by all applicable statutes and orders, rules, and regulations entered and adopted by the Commission, except those which are specifically waived by the Commission pursuant to request by Applicant, as detailed in Paragraph 14, below.

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<sup>1</sup>To the extent this includes areas in South Carolina which are serviced by incumbent rural LECs that have either obtained or are in the process of requesting an exemption from the requirements of §251 of the Federal Telecommunications Act, Applicant does not seek to provide service in these areas.

### 13. Waivers and Regulatory Compliance:

AmeriMex requests that the Commission grant it a waiver of those regulatory requirements inapplicable to competitive local service resellers such as AmeriMex. Such rules are not appropriate or necessary for competitive providers and constitute an economic barrier to entry into the local exchange market.

#### (1) Financial Record-Keeping System

- a. AmeriMex requests that it be exempt from any record-keeping rules or regulations that might require a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("USOA"). The USOA was developed by the FCC as a means of regulating telecommunications companies subject to rate base regulation.
- b. As a competitive carrier, AmeriMex maintains its books of account in accordance with Generally Accepted Accounting Principles ("GAAP"). AmeriMex does not possess the detailed cost data required by USOA, nor does it maintain detailed records on a state-specific basis.

#### (2) Local Exchange Directories

AmeriMex requests that it not be required to publish local exchange directories. AmeriMex will make arrangements with the incumbent LECs whereby the names of AmeriMex's customers will be included in the directories published by the incumbent LECs. LEC directories will also be modified to include AmeriMex's customer service number. These directories will be distributed to AmeriMex's customers. This approach is entirely reasonable and will have a direct benefit to the customers of both AmeriMex and the incumbent LEC since they need only refer to one directory for a universal listing of customer information. It would be an unnecessary burden on AmeriMex to require that it publish and distribute its own directory to all customers of the incumbent LECs. It is more efficient for AmeriMex to simply include its limited customer list in the existing directories of the incumbent LECs.

(3) Maintenance of Records

Applicant requests a waiver of the requirement in Rule 103-610 that all records required under the rules be kept within the State. Applicant maintains its records at its principal offices in Roswell, Georgia.

(4) Reporting Requirements

AmeriMex further requests waivers of any reporting requirements which, although applicable to incumbent LECs, are not applicable to competitive providers such as AmeriMex because such requirements: (1) are not consistent with the demands of the competitive market; or (2) constitute an undue burden on a competitive provider, thereby requiring an inefficient allocation of its limited resources. In addition, AmeriMex reserves the right to seek any regulatory waivers which may be required for AmeriMex to compete effectively in South Carolina's local exchange resale market.

14. Public Interest:

A grant of AmeriMex's application will serve the public interest. AmeriMex will meet the service standards adopted by the Commission. Moreover, by allowing AmeriMex to provide service in the manner proposed, the level of local exchange competition will be increased. Competition enhances customer choice by providing a wider selection of products and services from which to choose. Applicant is poised to offer customers a new service alternative, with excellent customer service.

15. Universal Service:

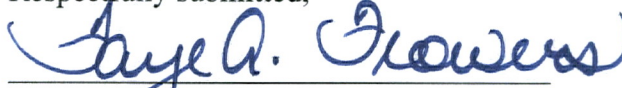
Because Applicant is structuring its service to attract customers in households that do not currently have telephone service, approval of this application will improve penetration and enhance universal service in the State. Further, in accordance with S.C. Code Ann. § 58-9-280

(A)(3), to the extent required by the Commission, Applicant "will participate in the support of universally available telephone service at affordable rates."

### CONCLUSION

As demonstrated in this application, AmeriMex Communications Corp. is financially, technically, and managerially qualified to provide competing resold local exchange telecommunications services in the State of South Carolina. In light of the foregoing, Applicant submits that the public interest would be served by the expeditious grant of a Certificate of Public Convenience and Necessity to provide such services.

Respectfully submitted,



Faye A. Flowers, Esquire  
Parker, Poe, Adams & Bernstein, L.L.P.  
1201 Main Street, Suite 1450  
P.O. Box 1509  
Columbia, SC 29202-1509  
(803) 255-8000 (Telephone)  
(803) 255-8017 (Facsimile)

Glenn S. Richards, Esquire  
Colette M. Capretz, Esq.  
Shaw Pittman  
2300 N Street, N.W.  
Washington, D.C. 20037-1128  
(202) 663-8000 (Telephone)  
(202) 663-8007 (Facsimile)

Attorneys for Amerimex Communications Corp.

March 1, 2001



## EXHIBIT LIST

EXHIBIT A	Articles of Incorporation and By-laws
EXHIBIT B	Authorization to do Business in South Carolina
EXHIBIT C	Financial Statements
EXHIBIT D	Proposed Local Exchange Tariff

AmeriMex Communications Corp.

**EXHIBIT A**  
**Articles of Incorporation and By-laws**

**ARTICLES OF INCORPORATION  
OF  
AMERIMEX COMMUNICATIONS CORP.**

1.

The name of the corporation is AmeriMex Communications Corp.

2.

The corporation shall have perpetual duration.

3.

The corporation is organized to engage for profit in any activities in which it is lawful for a corporation organized under the Georgia Business Corporation Code to engage, including, but not limited to providing voice and data services to individuals and businesses.

4.

The corporation shall have authority to issue not more than 200,000 shares of common stock.

5.

The amount of capital with which the corporation shall begin business shall not be less than Five Hundred Dollars.

6.

The initial registered agent of the corporation is Donald L. Aldridge.

7.

The initial registered office of the corporation is located at 775 Franklin Rd., Suite 125, Marietta, Cobb County, Georgia 30067. The initial principle mailing address of the corporation is the same.

8.

There shall be three (3) members of the initial Board of Directors. The names and addresses of the members of the initial Board of Directors are as follows:

David W. Huffman  
775 Franklin Rd., Suite 100  
Marietta, Georgia 30067

Donald L. Aldridge  
3610 Milton Park Dr.  
Alpharetta, Georgia 30022

Irving Rivera  
41 Dillard Dr.  
Kennesaw, GA 30144

9.

The name and address of the Incorporator is:

Donald L. Aldridge  
3610 Milton Park Dr.  
Alpharetta, Georgia 30022

10.

The shareholders shall, in the event of either a proposed sale for cash of authorized, but unissued shares of the capital stock of the corporation, or in the event of a proposed stock dividend by the corporation of authorized, but unissued shares of stock, have the right to acquire such shares in proportion to their respective holdings of such shares of stock. This Preemptive right shall not apply to shares issued to effect a merger or consolidation.

11.

The capital stock of the corporation may be issued in whole or fractional shares, and for money, property, services, or other things of value, or a combination thereof.

12.

The corporation shall have the power to guarantee, become surety upon or endorse the obligations of any other corporation, firm or individual as to any matter; and to enter into partnership or into any arrangement for sharing of financial interest with any other corporation, firm or individual; and to acquire, own and hold, and to sell stock in any other corporation. The corporation shall have the right to lend to, or to borrow from, any of its shareholders, officers and directors.

13.

The corporation shall have the power to issue stock under the provisions of Section 1244, United States Internal Revenue Code of 1954 as amended.

14.

The corporation shall have the power to elect, upon unanimous consent of the shareholders, to be treated as a small business corporation for income tax purposes as provided by Sections 1371 et seq., United States Internal Revenue Code of 1954, as amended, and to elect to cancel such election at any subsequent time.

IN WITNESS WHEREOF, the undersigned executes these Articles of Incorporation this July 14, 1998



DONALD L. ALDRIDGE, Incorporator  
3610 Milton Park Dr.  
Alpharetta, GA 30022  
(770) 343-9613

**BY-LAWS  
OF  
AMERIMEX COMMUNICATIONS CORP.**

**(ADOPTED: JULY 15, 1998)**

**ARTICLE I  
OFFICES**

The principal office and place of business of said corporation shall be in the metropolitan area of Atlanta, Georgia. The corporation may establish and maintain an office or offices at such other places, either within or without the State of Georgia, as the Board of Directors may from time to time determine and direct.

**ARTICLE II  
SEAL**

The seal of the corporation shall be circular in form and shall have inscribed thereon the words "AmeriMex Communications Corp.", "Georgia", together with the words "Corporate Seal".

**ARTICLE III  
MEETINGS OF SHAREHOLDERS**

**Section 1. Annual Meetings:** The annual meeting of the shareholders of the corporation shall be held during the second month following the close of the fiscal year in each year, but not on a legal holiday. In the event that such annual meeting is omitted by oversight or otherwise during the time herein provided for, the directors shall cause a meeting in lieu thereof to be held as soon thereafter as conveniently may be, and any business transacted or elections held at such meeting shall be as valid as if transacted or held at the annual meeting. Such subsequent meeting shall be called in the same manner as provided for special shareholders' meetings.

**Section 2. Special Meetings:** Special meetings of the shareholders shall be held whenever called by the President or by a majority of the Board of Directors, or whenever one or more shareholders who are entitled to vote and who shall hold at least fifteen percent (15%) of the capital stock issued and outstanding shall make written application therefor to the Secretary, stating the time, place and purpose of the meeting called for.

**Section 3. Notice:** Notice of all shareholders' meetings, stating the time, place and purpose of such meeting, shall be given by the President or Secretary by mail at least ten (10) days prior to the call of such meeting.

**Section 4. Waiver of Notice:** Whenever any notice whatever is required to be given by these by-laws, or the Articles of Incorporation of this corporation, or any of the corporation laws of the State of Georgia, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance at any meeting of the corporation in person or by proxy shall be deemed to be a waiver of notice thereof.

**Section 5. Action by Shareholders without Meeting:** Any action required by law to be taken, or which may be taken, at a meeting of the shareholders, may be taken without a meeting if written consent, setting forth the action so taken, shall be signed by all the shareholders entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the shareholders.

**Section 6. Quorum:** A majority of the capital stock outstanding and entitled to vote must be represented in person or by proxy in order to constitute a quorum of any shareholders' meeting for the transaction of business.

**Section 7. Voting and Proxy:** Subject to any limitations provided in the charter, at every meeting each shareholder shall be entitled to one (1) vote for each outstanding share of the capital stock of the corporation standing in his, her, or its name on the stock ledger or the transfer book twenty (20) days next preceding the date of such meeting, and such vote may in all cases be given by such shareholder in person or by proxy in writing. Such proxy shall be filed with the Secretary of the meeting before being counted. Such proxy shall entitle the holder thereof to vote any and all adjournments of such meetings, but shall not be valid after the final adjournment thereof. The stock ledger or transfer book of the corporation shall be the only evidence as to whom are the shareholders entitled to vote at any meeting of the shareholders.

#### ARTICLE IV BOARD OF DIRECTORS

**Section 1. Number:** The Board of Directors shall consist of not less than the minimum number required by law and no more than seven (7) members, who need not be stockholders in the corporation, but who must be at least twenty-one (21) years of age.

**Section 2. Election and Term of Office:** The Board of Directors shall be chosen by ballot at the annual meeting of the stockholders or at any special meeting. The term of office shall be one (1) year, unless sooner removed from office. Any director or directors may be removed at any time, with or without cause, by the vote of the stockholders. Any vacancy or vacancies in the Board occurring for any reason after the annual election may be filled for the period until the next election by majority vote of the remaining directors.

**Section 3. Meetings:**

(a) An annual meeting of the Board of Directors shall be held immediately after the adjournment of the annual Stockholders' meeting. No notice of such annual meeting shall be necessary or required in order to legally constitute the meetings, provided a majority of the newly elected directors shall be present. If a majority shall not be present at such meeting, those present shall adjourn the meeting to a specified time in the future, and the Secretary of the corporation shall at once mail a notice of the time and place of holding such adjourned annual meeting to each of the newly elected directors.

(b) Special meetings of the Board may be called by the President or by a majority of the Board by giving each director personal notice of the meeting at least twenty-four hours prior thereto.

(c) (1) Any meeting of the Board at which all of the directors are present shall be valid as if held pursuant to proper notice, and in case a meeting shall be held without notice when all are not present, but the absent directors thereafter sign the minutes of the meeting, the same shall be as valid as though called upon due notice.

(2) The Board of Directors may hold its meetings, except the annual meetings, at such place or places, either within and without the State of Georgia, as it shall from time to time by resolution determine, but until and unless otherwise determined, all meetings of the Board of Directors shall be at the principal office of the corporation or at the office of the attorney for the corporation.

Section 4. Quorum: A quorum for carrying on business shall consist of a majority of the Directors, but a smaller number may adjourn the meeting.

Section 5. Action by Directors without Meeting: Any action required by law to be taken, or which may be taken, at a meeting of the directors, may be taken without a meeting if written consent, setting forth the action so taken, shall be signed by all the directors and filed with the minutes of the proceedings of the Board of Directors. Such consent shall have the same force and effect as a unanimous vote of the Board of Directors.

Section 6. Powers: The Board of Directors shall regulate and supervise the management and operation of the corporation except as to matters specifically reserved to stockholders by these by-laws or subsequent minutes of meetings of stockholders or as to agreements relating to the sale or transfer of stock of the corporation between the corporation and its stockholders.

Section 7. Compensation of Directors: The directors shall receive such remuneration or compensation for their services in attending annual, special, or regular meetings of the Board as they may from time to time determine. The fees paid to directors as such, shall not be construed to preclude any director from serving the corporation in any capacity and receiving additional compensation therefor.

Section 8. Additional Compensation for Directors: Were, however, any director or stockholder shall serve the corporation in any other capacity, as for example, general manager, and shall therefore be entitled to additional compensation, such compensation may be in the form of salary, and/or bonuses and/or pensions, and must be fixed and determined by a unanimous vote of the then outstanding capital stock of the corporation; provided, however, that by unanimous resolution the stockholders may delegate this power to the president of the Corporation, which delegation shall be revocable by resolution adopted by a majority of the stockholders. The salaries and compensation, regular or special, of all employees, agents, and officers who are neither stockholders nor directors shall be fixed and determined by the President of the corporation or at his direction.



## ARTICLE V OFFICERS

Section 1. Selection: At their annual meeting, the Board of Directors shall elect a President, a Treasurer and a Secretary. The Board may also elect one or more Vice Presidents. Any two of the said offices may be held by the same person, except that the President shall not also be Secretary. The Board may elect such other officers including, but not limited to, Assistant Vice Presidents, Assistant Secretaries, and Assistant Treasurers, as it may deem proper from time to time. Each such officer shall hold office until the next annual meeting of the Board, or until his or her successor shall be duly elected and qualified. Any officer elected or appointed by the Board may be removed by the affirmative vote of a majority of the whole Board at any regular or special meeting.

Section 2. President: The president shall be the chief executive officer of the corporation. He shall preside at all meetings of the members and Directors, shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the Board are carried into effect.

Section 3. Vice President: In the absence of the President or in case of his failure to act, the Vice President shall have all the powers of the President and shall perform such duties as shall from time to time be imposed upon him or them by the President or the Board of Directors.

Section 4: Secretary: The Secretary shall attend and keep the minutes of all meetings of the Board of Directors and stockholders. He shall have charge of the records and seal of the corporation, and shall in general perform all of the duties incident to the office of Secretary.

Section 5. Treasurer: The Treasurer shall keep full and accurate account of receipts and disbursements on the books of the corporation, and shall deposit all monies and other valuable properties and effects in the name of and to the credit of the corporation in such depository or depositories as may be designated by the Board of Directors. At the discretion of the Board, the Treasurer may be required to post his bond.

## ARTICLE VI STOCK CERTIFICATES AND TRANSFERS

Section 1. Validation: All certificates of stock shall be signed by the President and the Secretary or the Assistant Secretary, and shall be sealed with the corporate seal.

Section 2. Agreements Concerning Sale of Stock: The stockholders of the corporation may enter into any contracts by and among themselves relating to the restriction of the sale of stock provided that the corporation is given proper notice of such agreement and provided further that such agreement is no inconsistent with the laws of the State of Georgia. The corporation may enter into any agreement with any or all stockholders relating to the redemption of corporate stock by resolution provided that such agreement is not inconsistent with the laws of the State of Georgia. Should the

corporation enter into such agreement, the stock certificates affected by the agreement shall carry notification of the agreement plainly printed on the face of the certificate.

Section 3. Treasury Stock: Treasury stock shall be held by the corporation subject to be disposed of at the discretion of the Board of Directors, and shall neither vote nor participate in dividends.

Section 4. Indebtedness: The corporation shall have a first lien on all of the shares of its capital stock, and upon all dividends declared upon the same, for any indebtedness of the respective stockholders thereof to the corporation.

Section 5. Transfers: Transfers of stock shall be made only on the books of the corporation; and all certificates, properly endorsed, shall be surrendered and canceled before a new certificate is issued.

Section 6. Loss or Destruction: In the case of loss or destruction of a certificate of stock, no new certificate shall be issued in lieu thereof except upon satisfactory proof to the Board of Directors, by affidavit or otherwise, of such loss or destruction, and upon the giving of satisfactory security, by agreement to indemnify, or bond, or otherwise, against loss to the corporation. Any such new certificate shall be plainly marked "DUPLICATE" upon its face.

#### ARTICLE VII DIVIDENDS

Dividends, to be paid out of the surplus earnings of the corporation, may be declared from time to time by resolution of the Board of Directors, but no dividend shall be paid that will impair the capital of the corporation.

#### ARTICLE VIII FISCAL YEAR

The fiscal year of the corporation shall begin on the 1st day of January and end on the 31st day of December until and unless otherwise provided by the Board of Directors by proper resolution.

#### ARTICLE IX AMENDMENTS

Amendments to these by-laws may be made by vote of the shareholders representing a majority of capital stock issued and outstanding at any annual shareholders' meeting or at any special shareholders' meeting when the proposed amendment has been set out in the notice of such meeting.

AmeriMex Communications Corp.

**EXHIBIT B**  
**Authorization to do Business in South Carolina**

# *The State of South Carolina*

## *Office of Secretary of State Jim Miles* **Certificate of Authorization**

I, Jim Miles, Secretary of State of South Carolina Hereby certify that:

**AMERIMEX COMMUNICATIONS CORP.,**

a corporation duly organized under the laws of the state of **GEORGIA** and issued a certificate of authority to transact business in South Carolina on **February 7th, 2001**, has on the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the Corporation that its authority to transact business in South Carolina is subject to being revoked pursuant to Section 33-15-310 of the 1976 South Carolina Code, and no application for surrender of authority to do business in South Carolina has been filed in this office as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 7th day of February, 2001.



Jim Miles, Secretary of State

It is the policy of the State of South Carolina to require that all corporations doing business in this state file annual reports with the Tax Commission. It is important to know whether the Corporation has paid all taxes due to the State of South Carolina, and has filed the annual reports. A certificate of compliance must be obtained from the Tax Commission.

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE  
JIM MILES

Jim Miles  
SECRETARY OF STATE

FILED

FEB 07 2001

APPLICATION BY A FOREIGN CORPORATION  
FOR A CERTIFICATE OF AUTHORITY  
TO TRANSACT BUSINESS  
IN THE STATE OF SOUTH CAROLINA

FEB 07 2001 PM  
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*Jim Miles*  
SECRETARY OF STATE OF SOUTH CAROLINA

Pursuant to §33-15-103 of the 1976 South Carolina Code, as amended, the undersigned corporation hereby applies for authority to transact business in the State of South Carolina, and for that purpose, hereby submits the following statement:

1. The name of the corporation is (see §§33-4-101 and 33-15-106 and see §§33-19-500(b)(1) if the corporation is a professional corporation) AmeriMex Communications Corp.
2. It is incorporated as (check applicable item) ☒ a general business corporation, ☐ a professional corporation, under the laws of the state of Georgia
3. The date of its incorporation is July 14, 1998 and the period of its duration is Perpetual
4. The address of the principal office of the corporation is 1078 Alpharetta St., Suite 9 (Street & Number) in the city of Roswell and the state of Georgia
5. The address of the proposed registered office in the state of South Carolina is c/o C T Corporation System, 75 Beattie Place, Two Insignia Financial Plaza in the city of Greenville (Street & Number) in South Carolina 29601 (Zip Code)
6. The name of the proposed registered agent in this state at such address is C T Corporation System
7. The name and usual business address of the corporation's directors (if the corporation has no directors, then the name and address of those persons who are exercising the statutory authority of directors on behalf of the corporation) and principal officers.

a)	Name of directors	Business Address
	<u>Donald L. Aldridge</u>	<u>1078 Alpharetta St., Roswell, Georgia 30075</u>
	<u>Irving Rivera</u>	<u>1078 Alpharetta St., Roswell, Georgia 30075</u>
	_____	_____
	_____	_____
b)	Name and Office of Principal officers	Business Address <u>s/k #9</u>
	<u>Donald L. Aldridge,</u>	<u>1078 Alpharetta St., Roswell, Georgia 30075</u>
	<u>President</u>	<u>1078 Alpharetta St., Roswell, Georgia 30075</u>
	<u>David W. Huffman,</u>	<u>1078 Alpharetta St., Roswell, Georgia 30075</u>
	<u>Vice-President and Chief</u>	<u>s/k #9</u>
	_____	_____
	_____	_____

8. The aggregate number of shares which the corporation has authority to issue, itemized by classes and series, if any, within a class:

Class of Shares and Series	Authorized Number of Each Class and Series
<u>Common/ (No series)</u>	<u>200,000</u>
_____	_____
_____	_____
_____	_____

9. Unless a delayed date is specified, this application shall be effective when accepted for filing by the Secretary of State (See §33-1-230): \_\_\_\_\_

10. Date this 25 day of January, 2001.

AmeriMex Communications  
Corporation

(Name of Corporation)

By: Donald L. Aldridge

(Signature of Officer)

Donald L. Aldridge, President  
(Type or Print Name and Office)

### FILING INSTRUCTIONS

1. Two copies of this application, the original and with a duplicate original or a conformed copy, must be filed
2. If the space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form.
3. Schedule of Fees (Payable at the time of filing this document).

Fee for filing Application	\$10.00
Filing Tax	\$100.00
Minimum License Fee	\$25.00
(Payable to Secretary of State)	\$135.00

4. This form must be accompanied by the initial annual report of corporations, and a certificate of existence from a state official of the jurisdiction where the corporation is incorporated.
5. If the applicant corporation is adopting a fictitious name for use in South Carolina pursuant to §33-15-106(a), then a certified copy of the board of directors resolution approving the fictitious name must be attached to the application.
6. If the applicant is a foreign professional corporation, then in addition to satisfying the name requirements in §§33-19-150 and 33-19-500(b)(1), the following information must be included in the application:
  - a. A statement that the corporation's sole business purpose is to engage in a specified form of professional services (e.g. law firm).
  - b. A statement that all of its shareholders not less than one-half of its directors, and all of its officers other than its secretary and treasurer, if any, are licensed in one or more states to render a professional service described in its articles of incorporation.

AmeriMex Communications Corp.

**EXHIBIT C**  
**Financial Statements**

AmeriMex Communications Corp.  
Financial Statements

BALANCE SHEET

	AS OF DEC. 31, 2000
<b>ASSETS</b>	
Current Assets:	
Cash	\$35,370
Accounts Receivable	\$2,912
Employee Advances	\$6,522
	<hr/>
Total Current assets	\$44,804
	<hr/>
Fixed Assets:	
Software	\$3,350
Computer Equip.	\$22,835
Furniture & Fixtures	\$6,466
Autos	\$39,392
Organizational Costs	\$801
Accum. Depr.	(\$3,473)
	<hr/>
Total Fixed Assets	\$69,371
	<hr/>
Other assets:	
Due from EconoTalk.com	\$13,833
Advances to Shareholders	\$50,000
	<hr/>
<b>TOTAL ASSETS</b>	<b>\$178,008</b>

LIABILITIES & EQUITY

Liabilities:	
Current Liabilities - Accts. Pay.	\$37,436
	<hr/>
Long-Term Liabilities:	
Accrued Officer's Expenses	\$0
Auto Loans	\$37,804
Notes Payable - Owners	\$113,928
	<hr/>
Total Long-Term Liabilities	\$151,732
	<hr/>
Total Liabilities	\$189,168
	<hr/>
<b>EQUITY</b>	
Retained earnings	(\$210,827)
Net Income	\$144,668
Common Stock	\$55,000
	<hr/>
Total Equity	(\$11,159)
	<hr/>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>\$178,009</b>



AmeriMex Communications Corp.

**EXHIBIT D**  
**Proposed Tariff**

TITLE SHEET

SOUTH CAROLINA TELECOMMUNICATIONS TARIFF

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for interexchange telecommunications services provided by

AmeriMex Communications Corp. (hereinafter "Carrier")

with principal offices at 1078 Alpharetta Street, Suite #9, Roswell, GA 30075.

This Tariff applies to services furnished within the state of South Carolina.

This Tariff is on file with the South Carolina Public Utility Commission ("Commission") and copies may be inspected, during normal business hours, at Carrier's principal place of business.

Issued: \_\_\_\_\_

By:

Effective: \_\_\_\_\_

Donald L. Aldridge, President  
AmeriMex Communications Corp.  
1078 Alpharetta St., Suite #9  
Roswell, GA 30075  
678.290.1500 / don@amexcomm.com

## TELECOMMUNICATIONS SERVICES

CHECK SHEET

Sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets, as named below, comprise all changes from the original Tariff that are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>NUMBER OF REVISION</u> <u>(except as indicated)</u>	<u>EFFECTIVE</u> <u>DATE</u>
1	Original	
2	Original	
3	Original	
4	Original	
5	Original	
6	Original	
7	Original	
8	Original	
9	Original	
10	Original	
11	Original	
12	Original	
13	Original	
14	Original	
15	Original	
16	Original	
17	Original	
18	Original	
19	Original	
20	Original	

Issued: \_\_\_\_\_

By: \_\_\_\_\_

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## TELECOMMUNICATIONS SERVICES

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TABLE OF CONTENTS

	<u>Sheet</u>
Check Sheet .....	1
Explanation of Symbols and Abbreviations .....	3
Tariff Format .....	4
Section 1 - Definitions .....	5
Section 2 - Rules and Regulations .....	6
Section 3 - Service Descriptions .....	17
Section 4 - Rate Schedule .....	19

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TELECOMMUNICATIONS SERVICES

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS

The following are the only symbols used for the purposes indicated below.

- D - Delete or Discontinue
- I - Rate increase
- M - Moved from another Tariff location
- N - New
- R - Rate reduction
- T - Change in text or regulation but no change in rate or charge

The following abbreviation is used in this Tariff.

LATA - Local Access and Transport Area

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Effective: \_\_\_\_\_

## TELECOMMUNICATIONS SERVICES

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
2.  
2.1.  
2.1.1.  
2.1.1.A.  
2.1.1.A.1.  
2.1.1.A.1.(a)  
2.1.1.A.1.(a).I  
2.1.1.A.1.(a).I.(i)  
2.1.1.A.1.(a).I.(i)(1)
- D. Check Sheets - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the sheets contained in the Tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

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TELECOMMUNICATIONS SERVICES

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SECTION 1 - DEFINITIONS

Carrier - AmeriMex Communications Corp., a Georgia corporation, unless the context indicates otherwise.

Commission - South Carolina Public Service Commission, unless context indicates otherwise.

Service or Services - The services covered by this Tariff shall include only the State of South Carolina.

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## TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS2.1 UNDERTAKING OF CARRIER

- 2.1.1 Carrier is a resale common carrier providing intrastate communications services to Customers for their direct transmission and reception of voice, data, and other types of telecommunications. Service is available 24 hours a day, seven days a week, throughout the state.
- 2.1.2 Carrier is responsible under this Tariff only for the services and facilities provided herein. Should Customers use such services and facilities to obtain access to services offered by other providers, Carrier assumes no responsibility for such other service.

2.2 TERMS AND CONDITIONS

- 2.2.1 This Tariff shall be interpreted and governed by the laws of the State of South Carolina.
- 2.2.2 Another telephone company must not interfere with the right of any person or entity to obtain service directly from Carrier.
- 2.2.3 Customer has no property right to the telephone number or any other call number designation associated with services furnished by Carrier. Carrier reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to Customer, whenever Carrier deems it necessary to do so in the conduct of its business.
- 2.2.4 Service may not be used for any unlawful purpose.
- 2.2.5 Neither Carrier nor Customer may assign or transfer its rights or duties in connection with the services and facilities provided by Carrier without the written consent of the other party, except that Carrier may assign its rights and duties (a) to any subsidiary, parent company or affiliate of Carrier; (b) pursuant to any sale or transfer or substantially all the assets of Carrier; or (c) pursuant to any financing, merger or reorganization of Carrier.

2.3 LIMITATIONS OF SERVICE

- 2.3.1 Carrier offers service to all those who desire to purchase service from Carrier consistent with all provisions of this Tariff. Customers or subscribers interested in Carrier's services shall file a service application with Carrier which fully satisfies Carrier and identifies the services required.
- 2.3.2 Service is offered subject to the availability on a continuing basis of the necessary facilities and/or equipment and subject to the provisions of this Tariff. Carrier reserves the right not to provide service to or from a location where legally prohibited or the necessary facilities or equipment are not available.

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## TELECOMMUNICATIONS SERVICES

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2.3 LIMITATIONS OF SERVICE (continued)

- 2.3.3 Carrier reserves the right to discontinue furnishing service, upon a written notice, when necessitated by conditions beyond its control, or when Customer is using the service in violation of any provision in this Tariff, the rules and regulations of the Commission, or the law.
- 2.3.4 Title to all facilities provided by Carrier under these regulations remains with Carrier. Prior written permission from Carrier is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2.4 INTERCONNECTION

- 2.4.1 Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitation established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Carrier and other participating carriers shall be provided at Customer's expense.
- 2.4.2 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. Customer is responsible for taking all necessary legal steps for interconnecting his or her customer provided terminal equipment of communications systems with Carriers' facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

2.5 START OF BILLING

For billing purposes, the start of service is the day following acceptance by Customer of Carrier's service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by Carrier of notification of cancellation as described in Section 2.6.4 of this Tariff.

2.6 TIMING OF CALLS2.6.1 When Billing Charges Begin and Terminate for Phone Calls

Customer's long distance usage charge is based on the actual usage of Carrier's network. Usage begins when the called party picks up the receiver (i.e., when two-way communication, often referred to as "conversation time," is possible). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as a usage of the network. A call is terminated when the calling or called party hangs up.

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TELECOMMUNICATIONS SERVICES

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2.6 TIMING OF CALLS (continued)2.6.2 Billing Increments

Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is six seconds for a connected call. Calls beyond six seconds are billed in six-second increments. Billing will be rounded to the nearest penny for each call.

2.7 USE OF SERVICE

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by Customer, except when Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between Customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.

2.7.1 Minimum Service Period

The minimum period of service is one month (30 days), unless otherwise stated in this Tariff.

2.8 LIABILITIES OF CARRIER

- 2.8.1 Carrier will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Carrier service, equipment or facilities, or the acts or omissions or negligence of Carrier's employees or agents.
- 2.8.2 Carrier's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Tariff. With respect to any other claim or suit, by a Customer or by others, for damages associated with the provision, termination, interruption or restoration of any service offered under this Tariff, Carrier's liability, if any, shall be limited as provided herein.
- 2.8.3 Carrier shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over Carrier, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.8.4 Carrier shall not be liable for: (a) any act or omission of any entity furnishing Carrier or Carrier's Customers facilities or equipment used for or with the services Carrier offers; or (b) for the acts or omissions of other common carriers or warehousemen.

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## TELECOMMUNICATIONS SERVICES

2.8 LIABILITIES OF CARRIER (continued)

- 2.8.5 Carrier shall not be liable for any damages or losses due to the fault or negligence of, or any omission by, Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.8.6 Carrier shall be indemnified, defended, and held harmless by Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this Tariff, including:
- A. Claims for defamation libel, slander, invasion of privacy, infringement of copyright, unauthorized use of trademark, trade name, or service mark, unfair competition; interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content, revealed to, transmitted, processed, handled, or used by Carrier under this Tariff;
  - B. connecting, combining, or adapting Carrier's facilities with Customer's apparatus or systems;
  - C. any act of omission by Customer;
  - D. any personal injury or death of any person or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by Carrier, if not caused by gross negligence of Carrier; or
  - E. all other claims arising out of any act or omission of Customer or others, in connection with any service provided by Carrier pursuant to this Tariff.
- 2.8.7 Carrier shall not be liable for any damages, including usage charges, that Customer may incur as a result of the unauthorized use of its Authorization Code(s) by others. The unauthorized use of Customer Authorization Code(s) includes, but is not limited to, the placement of calls using Customer's Authorization Code(s) without the authorization of the Customer. Customer shall be fully liable for all such usage charges.
- 2.8.8 Carrier shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Carrier services.
- 2.8.9 CARRIER MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS TARIFF, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Issued: \_\_\_\_\_

By: \_\_\_\_\_

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## TELECOMMUNICATIONS SERVICES

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2.8 LIABILITIES OF CARRIER (continued)

2.8.10 No agent or employee of any other carrier shall be deemed to be an agent or employee of Carrier.

2.8.11 With respect to Emergency Number 911 Service:

2.8.11.A This service is offered as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

2.8.11.B Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

2.8.11.C The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.

2.8.11.D In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by the number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged. When a Customer with a non-published telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this Tariff, Customer acknowledges and agrees with the release of information as described above.

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## TELECOMMUNICATIONS SERVICES

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2.9 RESPONSIBILITIES OF CUSTOMER

2.9.1 All Customers assume general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment, and/or communications systems provided by others are connected to Carrier's facilities, Customer assumes additional responsibilities. Customers are responsible for the following:

- A. Customer is responsible for placing orders for service, paying all charges for service rendered by Carrier, and complying with Carrier's regulations governing the service. Customer is also responsible for assuring that its users comply with regulations.
- B. When placing an order for service, Customer must provide:
  - 1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
  - 2. the name(s), telephone number(s), and address(es) of Customer contact person(s).
- C. Customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
  - 1. the negligence or willful act of Customer or user;
  - 2. improper use of service; or
  - 3. any use of equipment or service provided by others.

2.9.2 Availability of Service for Maintenance, Testing, and Adjustment

Upon reasonable notice, the facilities provided by Carrier shall be made available to Carrier for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.9.3 Cancellation by Customer

- A. Customer may cancel service any time after meeting the minimum service period. Termination charges will apply if Customer cancels prior to the expiration of a one-year or multi-year service agreement. Such termination charge will be equal to one month's usage as projected in Carrier's proposal for service, or the actual average monthly usage to date, whichever is higher, plus the monthly account charge for the remainder of the contract period.

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Effective: \_\_\_\_\_

## TELECOMMUNICATIONS SERVICES

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2.9 RESPONSIBILITIES OF CUSTOMER (continued)2.9.3 Cancellation by Customer (continued)

- B. If Customer orders service requiring special facilities dedicated to Customer's use and then cancels the order before the service begins, before completion of the minimum service period, or before completion of some other period mutually agreed upon by Customer and Carrier, a charge will be made to Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by Carrier and not fully reimbursed by installation and monthly charges. If, based on the order, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by Customer. Such charge will be determined on a case-by-case basis.

2.9.4 Payment and Charges for Service

- A. Charges for service are applied on recurring and nonrecurring bases. Bills will be rendered monthly. Charges based on actual usage during a month will be billed in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed in advance. The initial billing may include the account set-up charge where applicable. All payments are due and payable upon receipt of the bill. A bill will become delinquent if not payment is not received by Carrier or is not postmarked on or before the tenth day after the date of mailing of the bill. A nonrecurring 1.5 percent per month penalty fee (unless a lower rate is prescribed by law in which event at the highest rate allowable by law) will accrue upon any unpaid amount commencing 30 days after mailing of bill. Service continues to be provided until canceled by Customer or by Carrier in accordance with provisions of this Tariff.
- B. Customer is responsible for payment of all charges for service furnished to the Customer, including, but not limited to all calls originated and/or received at the Customer's number(s). Customer is responsible for payment of any toll charges billed to the Customer's number(s).
- C. Customers of toll free (e.g., 800 or 888) services are responsible for payment for all calls placed to or via Customer's toll free service number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of Customer's service by Customer-provided systems, equipment, facilities, or services interconnected to Customer's toll free service, or use, misuse, or abuse occasioned by third parties, including, without limitation, Customer's employees, other common carriers, or members of the public who dial Customer's toll free service number(s) by mistake. Carrier reserves the right to not switch Customer's toll free number(s) to another carrier until Customer has paid in full all amounts owed to Carrier for such toll free service.
- D. If notice from Customer of a dispute as to charges is not reported to a customer service representative or received in writing by Carrier within 30 days after the date the charges are incurred, the billing will be considered correct.

Issued: \_\_\_\_\_

By: \_\_\_\_\_

Effective: \_\_\_\_\_

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## TELECOMMUNICATIONS SERVICES

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2.9 RESPONSIBILITIES OF CUSTOMER (continued)2.9.4 Payment and Charges for Service (continued)

- E. For existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- F. Service may be denied or discontinued at Carrier's discretion, for non-payment of amounts due to Carrier, past the due date. Restoration of service will be subject to all applicable installation charges.
- G. Customer is liable for all costs associated with collecting past due charges, including all attorneys' fees.

2.9.5 Disputed Bills

The Customer shall notify Carrier of any disputed items on a bill within 10 days. Carrier shall promptly investigate all disputed charges and shall report its findings and disposition to the Customer. If the Customer and Carrier are unable to resolve the dispute to their mutual satisfaction, Carrier shall inform the Customer that the Customer may use the complaint procedures of the South Carolina Public Service Commission in accordance with the Commission's rules of procedure.

- A. The date of the dispute shall be the date Carrier receives sufficient documentation to enable it to investigate the dispute.

2.9.6 Application of Charges

The charges for service are those in effect for the period that service is furnished. If the charge for a period covered by a bill changes after the bill has been rendered, the bill will be adjusted to reflect the new charges.

2.9.7 Deposits

Carrier reserves the right to require a deposit or usage prepayment equal to one month's estimated charge.

2.10 RESPONSIBILITIES OF CARRIER2.10.1 Disconnection of Service by Carrier

Without incurring any liability, Company may under the following conditions discontinue or interrupt Service that is being furnished.

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Issued: \_\_\_\_\_

By: \_\_\_\_\_

Effective: \_\_\_\_\_

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## TELECOMMUNICATIONS SERVICES

2.10 RESPONSIBILITIES OF CARRIER (continued)2.10.1 Disconnection of Service by Carrier (continued)

- A. For noncompliance with or violation of any applicable State, municipal or Federal law, ordinance or regulation or noncompliance with or violation of any Commission regulation.
- B. For noncompliance with any of the provisions of this Tariff governing Service.
- C. In the event of Customer's use of Service in such a manner as to adversely affect Carrier's equipment or Service to others.
- D. In the event of unauthorized or fraudulent use of Service.
- E. By reason of any order or decision of a court or other government authority having jurisdiction that prohibits Carrier from furnishing Service to Customer.
- F. In order to perform tests and inspections necessary to insure compliance with tariff regulations or the proper installation, operation, and maintenance of Carrier's equipment and facilities.
- G. Carrier shall not be liable to Customer for any damages for Service interruption pursuant to this Section.

2.10.2 Interruption of Service

Credit allowance for interruption of service which is not due to the negligence of Customer or to the failure of channels, equipment, and/or communications systems provided by Customer and other carriers are subject to the general liability provisions set forth in Section 2.8 herein. It shall be the obligation of Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal.

2.10.3 Credit Allowance

- A. If notice of a dispute as to charges is not received in writing by Carrier within 30 days after billing is received by Customer, the invoice shall be considered correct and binding on Customer, unless extraordinary circumstances are demonstrated.
- B. Customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer provided facilities, any act or omission of Customer, or in wiring or equipment connected to the terminal.

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By: \_\_\_\_\_

Effective: \_\_\_\_\_

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## TELECOMMUNICATIONS SERVICES

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2.10 RESPONSIBILITIES OF CARRIER (continued)2.10.3 Credit Allowance (continued)

- C. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by Carrier.
- D. Credit allowances for failure of service or equipment starts when Customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
- E. Only those portions of the service or equipment disabled will be credited. No credit allowances will be made for:
  - 1. interruptions of service resulting from Carrier performing routine maintenance;
  - 2. interruptions of service for implementation of a Customer order for a change in the service;
  - 3. interruptions caused by negligence of Customer or his authorized user; or
  - 4. interruptions of service because of the failure of service or equipment provided by Customer, authorized user, or other carriers.

## 2.10.4 Pursuant to limitations set forth in Section 2.10.3, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. Customer shall be credited for an interruption of two hours or more for as long as the interruption continues.
- C. When a minimum usage charge is applicable and Customer fails to meet the minimum usage charge because of a service interruption, a credit shall be applied against that minimum usage charge in the following manner. For each period of two hours that the interruption continues the credit shall equal 1/360th of the monthly minimum charge.  
Note: in this instance a fractional period of more than one hour shall be treated as a two hour period.

2.10.5 Credit Upon Cancellation of Service

Where Carrier cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

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## TELECOMMUNICATIONS SERVICES

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2.10 RESPONSIBILITIES OF CARRIER (continued)2.10.6 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished. Divide that number of days by 30 days (billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge.

2.11 RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.12 TAXES

Customer is responsible for payment of any sales, use, gross receipts, excise, or other local, state, or federal taxes, however designated (excluding taxes on Carrier's net income) imposed on or based upon the provision, sale, or use of Carrier's services. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2.12.1 All state and local taxes are listed as separate line items on the Customer's bill and are not included in the quoted rate(s). Other taxes, charges and regulatory assessments may be identified in the aggregate on the Customer's bill and are not be included in the quoted rate.

2.12.2 Such taxes, charges, and assessments shall be billed to the Customer receiving service within the territorial limits of such State, county, city or other taxing authority. Such billing shall allocate the tax, charge, and/or assessment among Customers uniformly on the basis of each Customer's monthly charges for the types of service made subject to such tax, charge, and/or assessment.

2.12.3 Rates and charges for Carrier's services, as stated in Carrier's rate schedule, do not include federal excise tax or those state and local taxes which are required to be paid at the point of sale. The tariffed rate does include those state and local taxes which are required to be paid on the usage of the underlying telecommunications service when that service originates and terminates within a particular tax jurisdiction.

2.13 As a telephone utility under the regulation of the Public Service Commission of South Carolina, I do hereby assert and affirm that as a reseller of intrastate telecommunications service, I will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and I will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, I will be responsible for the marketing practices of my contracted telemarketers for compliance with this provision. I understand that violation of this provision could result in a rule to show cause as to the withdrawal of my certification to complete intrastate telecommunications traffic within the state of South Carolina.

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## TELECOMMUNICATIONS SERVICES

SECTION 3 - SERVICE DESCRIPTIONS3.1 BASIC LOCAL SERVICE

Basic local service is a service which is available for access by residential and business subscribers on a full time basis. It consists of dialtone and access for unlimited local calls and 911 calls. The Service does not include any long distance service or other toll services. The Company will provide free blocking of 900, 976, and 700 or informational service numbers to any Customer requesting same.

3.2 CALLER ID

Allows the Customer to know the identity of the caller before the Customer answers the telephone. The Caller ID box is not included in the rate for the monthly service fee.

3.3 CALL WAITING

Allows the Customer to be notified of an incoming call while the Customer is having a conversation with another party.

3.4 CALL FORWARDING

Allows calls to automatically ring to another phone number.

3.5 THREE WAY CALLING

Allows the Customer to add a third party to a conversation.

3.6 DIRECTORY LISTINGS

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the station number which is designated as the Customer's main billing number.

3.6.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.

3.6.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

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TELECOMMUNICATIONS SERVICES

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3.6 DIRECTORY LISTINGS (continued)

3.6.3 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

3.6.4 Directory listings are provided in connection with each Customer service as specified herein.

3.7 EMERGENCY SERVICES (ENHANCED 911)

Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

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## TELECOMMUNICATIONS SERVICES

SECTION 4 - RATE SCHEDULE4.1 BASIC SERVICE

Rate: \$59.00 per month

4.2 CALLER ID

Rate: \$10.00 per month

4.3 CALL WAITING

Rate: \$5.00 per month

4.4 CALL FORWARDING

Rate: \$5.00 per month

4.5 THREE WAY CALLING

Rate: \$5.00 per month

4.6 DIRECTORY LISTINGS NON-RECURRING CHARGES

N/C

4.7 DIRECTORY LISTINGS RECURRING CHARGES

N/C

4.8 APPLICATION FEE

Charge: \$40.00 one time

4.9 CONNECTION FEE

Charge: \$60.00 one time

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## TELECOMMUNICATIONS SERVICES

4.10 RETURNED CHECK CHARGE

Carrier will bill Customer a one-time charge of \$20.00 or five percent of the amount of the check, which ever is greater, if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

4.11 SPECIAL PRICING ARRANGEMENTS - INDIVIDUAL CASE BASIS (ICB)

In lieu of the rates otherwise set forth in this Tariff, rates and charges, including installation, special construction, and recurring charges, may be established at negotiated rates on an Individual Case Basis (ICB), taking into account such factors as the nature of the facilities and services, the costs of construction and operation, the volume of traffic commitment, and the length of service commitment by Customer, as long as the rates and charges are not less than Carrier's costs of providing the service. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual contracts or Customer Term Agreements. Specialized Pricing Arrangement rates or charges will be made available to similarly-situated Customers on comparable terms and conditions.

4.12 SPECIAL PROMOTIONAL OFFERINGS

Carrier may from time to time engage in special promotional offerings or trial service offerings designed to attract new customers, stimulate Customer usage, test potential new services, and/or increase existing Customer awareness of Carrier services. These offerings may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited to certain services, dates, times of day and/or locations determined by Carrier and may include, without limitations, discounts, redeemable points, or cash rewards to Customers. In all such cases, the rates charged will not exceed those specified herein. Carrier will notify the Commission of such promotional offerings.

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